SERFF Tracking Number: FDLA-126119121 State: Arkansas
Filing Company: Fort Dearborn Life Insurance Company State Tracking Number: 42122

Company Tracking Number: AH-4/17-8710109AR

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium

Variable

Product Name: Select Fortifier Annuity

Project Name/Number: Select Fortifier Annuity/8-710-109

## Filing at a Glance

Company: Fort Dearborn Life Insurance Company

Product Name: Select Fortifier Annuity SERFF Tr Num: FDLA-126119121 State: Arkansas TOI: A02I Individual Annuities- Deferred Non-SERFF Status: Closed-Approved-State Tr Num: 42122

Variable Closed

Sub-TOI: A02I.003 Single Premium Co Tr Num: AH-4/17-8710109AR State Status: Approved-Closed

Filing Type: Form Reviewer(s): Linda Bird

Author: Antionette Hill Disposition Date: 04/22/2009

Date Submitted: 04/17/2009 Disposition Status: Approved-

Closed

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

## **General Information**

Project Name: Select Fortifier Annuity

Status of Filing in Domicile: Pending

Project Number: 8-710-109 Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: The forms included in this publication are required to be filed in our

in this submission are required to be filed in our domicile state of Illinois.

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Market Type: Individual

Group Market Size:

Group Market Type:

Filing Status Changed: 04/22/2009 Explanation for Other Group Market Type:

State Status Changed: 04/22/2009

Created By: Antionette Hill

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Antionette Hill

Filing Description:

RE: Fort Dearborn Life Insurance Company NAIC No. 71129, FEIN No. 36-2598882

Form 8-710-109 – Single Premium Deferred Annuity

Form 8-710CS-109 – Contract Specifications pages for form 8-710-109

Form 8-710MV-109 - Single Premium Deferred Annuity with Market Value Adjustment Feature

Form 8-710MVCS-109 - Contract Specifications pages for form 8-710MV-109

 SERFF Tracking Number:
 FDLA-126119121
 State:
 Arkansas

 Filing Company:
 Fort Dearborn Life Insurance Company
 State Tracking Number:
 42122

Company Tracking Number: AH-4/17-8710109AR

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium

Variable

Product Name: Select Fortifier Annuity

Project Name/Number: Select Fortifier Annuity/8-710-109

Form 8-720-109 – Single Premium Deferred Annuity Application

Form 8-141-109 - Amendatory Endorsement for Individual Retirement Annuities

Form 8-161-109 - Amendatory Endorsement for Roth Individual Retirement Annuities

The captioned forms are being submitted for your review and approval. These are new forms and are not intended to replace any previously approved forms.

Form 8-710-109 is a Single Premium Deferred Annuity.

Form 8-710CS-109 is the Contract Specifications pages for form 8-710-109.

Form 8-710MV-109 is a Single Premium Deferred Annuity with a Market Value Adjustment feature. The Market Value Adjustment is applied when a surrender or withdrawal occurs before the end of a multi-year interest guarantee period. It can increase or decrease the withdrawal surrender amount. After the initial multi-year rate guarantee period, Market Value Adjustment will not apply to subsequent guarantee periods, which will be for one year. The product design is such that the cash surrender value, after the MVA has been applied, will never be less than the minimum nonforfeiture amount required by the Standard Nonforfeiture Law for Individual Deferred Annuities.

Form 8-710MVCS-109 is the Contract Specifications pages for form 8-710MV-109.

Form 8-720-109 is a Single Premium Deferred Annuity application.

Forms 8-141-109 and 8-161-109 are Amendatory Endorsements for general use with all previously and subsequently approved individual annuity contracts. These Amendatory Endorsements were drafted to comply with Internal Revenue Code regulations and as such should be exempt under your state's readability requirements, if any.

Actuarial memorandums are included for forms 8-710-109 and 8-710MV-109.

These forms may also be issued with the following previously approved form: 8-204-406 – Waiver of Surrender Charge Rider: Nursing Home/Terminal Illness – approved 5/10/2006.

This product will be sold primarily through a network of national marketing organizations and managing general agents. These distributors are selectively appointed by Fort Dearborn and must pass a background check to be appointed.

All language that is bracketed is intended to be variable.

The forms are in final printed format subject only to changes in font style, margins, page numbers, ink and paper stock.

SERFF Tracking Number: FDLA-126119121 State: Arkansas
Filing Company: Fort Dearborn Life Insurance Company State Tracking Number: 42122

Company Tracking Number: AH-4/17-8710109AR

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium

Variable

Product Name: Select Fortifier Annuity

Project Name/Number: Select Fortifier Annuity/8-710-109

Printing standards will not be lower than those required under the laws of your state.

## **Company and Contact**

#### **Filing Contact Information**

Antionette Hill, Advanced Contract Specialist Antionette\_Hill@fdlic.com
1020 31st Street 630-824-6064 [Phone]
c/o Fort Dearborn Life Insurance Company 630-824-5428 [FAX]

Downers Grove, IL 60515-5591

**Filing Company Information** 

Fort Dearborn Life Insurance Company CoCode: 71129 State of Domicile: Illinois

1020 31st Street Group Code: 917 Company Type: Life and Health

Downers Grove, IL 60515-5591 Group Name: State ID Number:

(800) 633-3696 ext. [Phone] FEIN Number: 36-2598882

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## Filing Fees

Fee Required? Yes
Fee Amount: \$350.00

Retaliatory? Yes

Fee Explanation: II fee is \$50 per form

7 forms included \$50 x 7 is \$350

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Fort Dearborn Life Insurance Company \$350.00 04/17/2009 27248116

SERFF Tracking Number: FDLA-126119121 State: Arkansas

Filing Company: Fort Dearborn Life Insurance Company State Tracking Number: 42122

Company Tracking Number: AH-4/17-8710109AR

TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.003 Single Premium

Variable

Product Name: Select Fortifier Annuity

Project Name/Number: Select Fortifier Annuity/8-710-109

## **Correspondence Summary**

### **Dispositions**

Status	Created By	Created On	Date Submitted
Approved-	Linda Bird	04/22/2009	04/22/2009

SERFF Tracking Number: FDLA-126119121 State: Arkansas

Filing Company: Fort Dearborn Life Insurance Company State Tracking Number: 42122

Company Tracking Number: AH-4/17-8710109AR

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium

Variable

Product Name: Select Fortifier Annuity

Project Name/Number: Select Fortifier Annuity/8-710-109

## **Disposition**

Disposition Date: 04/22/2009

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

 SERFF Tracking Number:
 FDLA-126119121
 State:
 Arkansas

 Filing Company:
 Fort Dearborn Life Insurance Company
 State Tracking Number:
 42122

Company Tracking Number: AH-4/17-8710109AR

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium

Variable

Product Name: Select Fortifier Annuity

Project Name/Number: Select Fortifier Annuity/8-710-109

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Form	Select Fortifier - Single Premium Deferred	b	Yes
	Annuity Contract		
Form	Contract Specifications Pages for form		Yes
	no. 8-710-109		
Form	Select Fortifier - MVA, Single Premium		Yes
	Deferred Annuity Contract		
Form	Contract Specifications Pages for form		Yes
	no. 8-710MV-109		
Form	Single Premium Deferred Annuity		Yes
	Application		
Form	Amendatory Endorsement for Individual		Yes
	Retirement Annuities		
Form	Amendatory Endorsement for Roth		Yes
	Individual Retirement Annuities		

 SERFF Tracking Number:
 FDLA-126119121
 State:
 Arkansas

 Filing Company:
 Fort Dearborn Life Insurance Company
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TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium

Variable

Product Name: Select Fortifier Annuity

Project Name/Number: Select Fortifier Annuity/8-710-109

### Form Schedule

Lead Form Number: 8-710-109

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	8-710-109	Policy/Cont Select Fortifier - ract/Fratern Single Premium al Deferred Annuity Certificate Contract	Initial		52.400	8-710-109.pdf
	8-710CS- 109	Policy/Cont Contract ract/Fratern Specifications Pages al for form no. 8-710- Certificate: 109 Amendmen t, Insert Page, Endorseme nt or Rider	Initial		70.000	8-710CS- 109.pdf
	8-710MV- 109	Policy/Cont Select Fortifier - ract/Fratern MVA, Single al Premium Deferred Certificate Annuity Contract	Initial		52.000	8-710MV- 109.pdf
	8- 710MVCS- 109	Policy/Cont Contract ract/Fratern Specifications Pages al for form no. 8- Certificate: 710MV-109 Amendmen t, Insert Page, Endorseme nt or Rider	Initial S		70.000	8-710MVCS- 109.pdf
		Application/Single Premium Enrollment Deferred Annuity Form Application	Initial		53.200	8-720-109.pdf
	8-141-109	Policy/Cont Amendatory	Initial			8-141-109.pdf

SERFF Tracking Number: FDLA-126119121 State: Arkansas

Filing Company: Fort Dearborn Life Insurance Company State Tracking Number: 42122

Company Tracking Number: AH-4/17-8710109AR

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium

Variable

Product Name: Select Fortifier Annuity

Project Name/Number: Select Fortifier Annuity/8-710-109

ract/Fratern Endorsement for

al Individual Retirement

Certificate: Annuities

Amendmen t, Insert Page,

Endorseme nt or Rider

8-161-109 Policy/Cont Amendatory Initial 8-161-109.pdf

ract/Fratern Endorsement for al Roth Individual

Certificate: Retirement Annuities

Amendmen t, Insert Page,

Endorseme nt or Rider



(A stock life insurance company, herein called "We" "Us" "Our" or "Company")

[Administrative Office: P.O. Box 655403 Dallas, TX 75265-5403 800.538.0379]

## [SELECT FORTIFIER] SINGLE PREMIUM DEFERRED ANNUITY

- Single Premium
- Non-Participating
- Deferred Income Payable at Maturity
- Death Benefit Payable Before Maturity

This Contract is issued in consideration of Your Application and payment of the Single Premium.

We agree to provide the benefits and other rights described in this Contract in accordance with the terms of this Contract.

The tax status as it applies to the Owner(s) should be reviewed by the Owner(s) each year.

The Company has by its President and Secretary signed this Contract.

[Victoria E. Fimea]

Secretary

[Anthony F. Trani] President

Chithy F. Uran.

The Single Premium paid for this Contract will provide an income payable at the Maturity Date in accordance with the Annuity Payment Options. A Death Benefit is payable before the Maturity Date. This Contract is Nonparticipating, with no annual dividends.

RIGHT TO CANCEL. Within 30 days after this Contract is first received, it may be cancelled for any reason by delivering or mailing it to the agent through whom it was purchased or to Our [Administrative Office]. Upon cancellation, We will return any Premium paid and this Contract will be void from the Contract Date.

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#### A. GENERAL DEFINITIONS

#### 1. ANNIVERSARY DATE

This means the same day and month of each year as the Contract Date. If the date does not exist in a particular year, the first preceding day that does exist will be used.

#### 2. CONTRACT YEAR

This means each successive 12 month period beginning on the Contract Date.

#### 3. MATURITY DATE

The Maturity Date is the date Annuity Payments begin. The original Maturity Date is stated in the Contract Specifications pages. The Owner may change the Maturity Date by making a Request to Us at least 30 days prior to the requested Maturity Date. The Maturity Date cannot be deferred past the Anniversary Date on which:

- (a) The attained age the Primary Owner is 100, if the Primary Owner is a Natural Person, or
- (b) The attained age the Annuitant is 100, if the Primary Owner is not a Natural Person.

#### 4. NATURAL PERSON

This means a living person that is treated as an individual for Federal Income Tax purposes under the Federal Internal Revenue Code (also the "I.R.C.").

#### 5. PARTIAL SURRENDER

This means the withdrawal of less than the Surrender Value of this Contract before it matures or a Death Benefit is payable under it.

#### 6. PROOF

This means reasonable evidence of death, age, or other matters that require documentation or proof.

#### 7. RATE PERIOD

This means the duration for which the then applicable declared interest rate is valid. Rate Periods are measured in Contract Years. The Initial Rate Period is shown in the Contract Specifications page. After the Initial Rate Period, later Rate Periods last one Contract Year.

#### 8. REQUEST

This means a request: (i) in a form that is acceptable to Us; (ii) either signed by all Owners or acknowledged by all Owners in a manner acceptable to Us; and (iii) that is received by Us.

#### 9. SINGLE PREMIUM

This means the sum of money paid for this Contract. It is shown in the Contract Specifications pages.

#### 10. SURRENDER or FULL SURRENDER

This means the withdrawal of the Surrender Value of this Contract before it matures or a Death Benefit is payable under it. This terminates the Contract.

#### 11. SURRENDER CHARGE

This means the applicable surrender charge percentage for the relevant Contract Year, as shown in the Contract Specifications pages, multiplied by the Account Value being surrendered or withdrawn.

#### **B. PERSONS NAMED IN THE CONTRACT**

## 1. OWNER (also called "You" and "Your" in this Contract)

#### (a) GENERAL

An Owner must be either: (i) a Natural Person, or (ii) a trust that is treated as an individual for Federal Income Tax purposes under the Federal Internal Revenue Code. No other type of Owner is permitted under this Contract. The Owner(s) is (are) named in the Contract Specifications pages unless You subsequently change the Owner. The Primary Owner is named in the application for the Contract. Such Owner is only different from any other Owner who is a Natural Person in that the Primary Owner's age is used to determine the original and latest Maturity Date.

The Owner(s) may exercise all rights stated in this Contract subject to the rights of any irrevocable Beneficiary(ies).

As the Owner, You have the right, by Request, to:

- (1) Name a different Owner;
- (2) Assign Your interest in this Contract to another person or entity;
- (3) Name or change the Beneficiary(ies);
- (4) Make withdrawals from this Contract and Surrender this Contract and receive its Surrender Value:
- (5) Select an Annuity Payment Option and specify its start date;
- (6) Receive the Annuity Payments once the Annuity Payment Option has been established;
- (7) Direct that Annuity Payments should be made to another person or entity; and
- (8) Exercise any other rights granted You under this Contract.

#### (b) JOINT OWNER(S)

If more than one Owner is named in the Application, or through a later ownership change:

- (1) Each Joint Owner must be a Natural Person;
- (2) Each Owner shall share an undivided interest in the entire Contract;
- (3) We will honor only those Requests which are executed by every Owner; and
- (4) All references to Owner (or You or Your) in this Contract, where the context or text does not clearly indicate otherwise, shall be construed to include all Owners, and all singular references or statements shall be treated as plural.

#### (c) TRUST OWNER

If any Owner is a trust, We may deal with the trustee according to the terms of this Contract. Only one Trust at a time may be the Owner. A Trust cannot be a Joint Owner. The trust agreement will not operate to waive or alter any part of this Contract. After we have paid any money under this Contract to a trustee and/or trust, the trustee and/or trust, not Us, will be liable thereafter for what happens to that money. Ownership by a trust may have tax consequences.

#### (d) CHANGE OF OWNER

You may change the Owner during Your lifetime. A Request for a change of Owner must be received and recorded by Us at Our [Administrative Office]. Any change shall take effect as of the date the Request was recorded by Us. The change will not affect any payments made or other action taken by Us before the Request was recorded at Our [Administrative Office]. A change of Owner may have tax consequences.

#### 2. ANNUITANT

#### (a) WHO IS THE ANNUITANT

The Annuitant is the sole Natural Person on whose life Annuity Payments are based.

#### (b) CHANGE OF ANNUITANT

- (1) If the Owner is a Natural Person, then prior to the Maturity Date and:
  - (i) prior to the Death of the Annuitant, the Owner may change the Annuitant at any time
  - (ii) upon the Death of the Annuitant who is not an Owner, the Owner(s) must designate a new Annuitant.

If no such designation is made within 30 days of the death, then

- a. if there is only one Owner, the Owner will become the Annuitant; or
- if there are Joint Owners, the youngest Owner will become the Annuitant.
- (2) If the Owner is not a Natural Person, the Annuitant may not be changed.

#### (c) OTHER RULES

Any change of the Annuitant is subject to Our administrative guidelines in effect at the time the change is requested, including administrative guidelines regarding the age of the Annuitant and frequency of such changes. We assume no liability for tax purposes for any change of Annuitant.

#### 3. BENEFICIARY

#### (a) GENERAL

The Beneficiary(s) is (are) the person(s) or entity(s) to which We will:

- (1) Pay a Death Benefit if an Owner dies before an Annuity Payment Option has started; or
- (2) Continue paying Annuity Payments, if applicable, if an Owner dies after an Annuity Payment Option has started.

If more than one party is the designated Beneficiary, all references to the Beneficiary throughout this Contract, where the text or context does not clearly indicate otherwise, shall be construed to include all Beneficiaries, and all singular references or statements regarding a Beneficiary shall be treated as plural.

The Beneficiary is named in the Application, unless the Beneficiary is changed as provided below.

#### (b) JOINT OWNERS

If the surviving Joint Owner is the Primary Beneficiary, any other Beneficiary designation on record at the time of the Owner's death will be treated as a Contingent Beneficiary.

#### (c) PRIMARY BENEFICIARY

The Primary Beneficiary(ies) is (are) the Natural Person(s) or entity(s) who is (are) first entitled to receive Death Benefits or Annuity Payments, if applicable.

#### (d) CONTINGENT BENEFICIARY

The Contingent Beneficiary(ies) is (are) entitled to receive Death Benefits or Annuity Payments, if applicable, under this Contract if the Primary Beneficiary(ies) is (are) no longer a living person or a surviving entity when such benefits become payable.

#### (e) CHANGE OF BENEFICIARY

By Request, You may change a Beneficiary at any time prior to:

- (1) The death of the first Owner to die, if the Owner is a Natural person; or
- (2) The death of the Annuitant if the Owner is not a Natural Person.

The Request for such a change must be received and accepted by Us at Our [Administrative Office]. A change of Beneficiary is effective whether or not the first Owner to die or the Annuitant is living at the time We receive the Request for the change. Once accepted, a change of Beneficiary will take effect as of the date the Request was signed. A change of Beneficiary will not affect any payments made or other action taken by Us before the Request is accepted at Our [Administrative Office]. Any change of a Beneficiary is subject to Our administrative guidelines in effect at the time the change is requested, including administrative guidelines regarding how many and what type of entity (non-Natural Person) may be designated as a Beneficiary.

(f) DEATH OF A BENEFICIARY OR NONE

#### **NAMED**

Unless You have provided otherwise:

- if a Beneficiary does not survive the first Owner to die for 15 days, such Beneficiary will be considered as predeceasing that Owner and that beneficiary's portion will be allocated to any surviving Beneficiary(ies); and
- (2) if no Beneficiary was ever designated or no named Beneficiary survives the first Owner to die for 15 days, any benefits payable will be distributed equally to:
  - (i) the Owner(s) who survive such first Owner to die by 15 days, and such Owner(s) will be deemed to be the Beneficiary(ies); or
  - (ii) the estate(s) or legal successors of all Owners, including the first Owner to die, if no Owner survives the first Owner to die by 15 days.

If more than one Beneficiary survives the first Owner to die by 15 days, any benefits payable will be divided equally among the surviving Beneficiaries unless the beneficiary designation in effect provides otherwise.

## C. IMPORTANT VALUES IN YOUR ANNUITY AND ITS CONTINUANCE

#### 1. PREMIUMS

The amount of the Single Premium may not be less than the Minimum Premium, nor greater than the Maximum Premium, without Our prior approval. The Single Premium, Minimum Premium, and Maximum Premium are shown in the Contract Specifications pages. Other than the Single Premium, no additional amount of money may be paid into this Contract. If a check or draft presented as payment of the Single Premium is not honored, this Contract will be void.

#### 2. MINIMUM GUARANTEED INTEREST RATE

The Minimum Guaranteed Interest Rate is the minimum effective annual interest rate which We guarantee while this Contract is in effect. The Minimum Guaranteed Interest Rate is shown in the Contract Specifications pages.

We may, at Our discretion, declare an interest rate in excess of the Minimum Guaranteed Interest Rate to be applicable during any Rate Period.

#### 3. INTEREST

During the Initial Rate Period, the Account Value is credited with interest daily from the Contract Date using the Initial Interest Rate, which is stated in the Contract Specifications pages.

We will declare interest rates for each Rate Period after the Initial Rate Period, on or before the start of the Rate Period. After the Initial Rate Period, the Account Value is credited with interest daily using the declared interest rate for that Rate Period.

Any interest rate credited will be at a rate equal to or in excess of the Minimum Guaranteed Interest Rate. Interest rates are expressed as an effective annual interest rate.

#### 4. RATE PERIOD AND CONTINUATION

This Contract will continue until the end of the Initial Rate Period. If not Surrendered before the end of the Initial Rate Period, it will automatically continue thereafter for Rate Periods of one year.

After the end of the Initial Rate Period, no further Surrender Charges will apply.

#### 5. ACCOUNT VALUE

The Account Value up to the Maturity Date equals:

- (a) The Single Premium; plus
- (b) Interest credited or earned; minus
- (c) Any prior Partial Surrenders (which may have included Surrender Charges and any applicable taxes); *minus*
- (d) Any taxes if applicable.

#### 6. ANNUITIZED VALUE

Your Annuitized Value is the amount applied to determine Annuity Payments under the Annuity Payment Option. Prior to the end of the Initial Rate Period, Your Annuitized Value equals the Surrender Value, except as provided in **Section E**.

After the Initial Rate Period, the Annuitized Value equals the Account Value. After the end of the Initial Rate Period, no Surrender Charges will apply.

#### 7. SURRENDER VALUE

If You Surrender the entire Contract, the Surrender Value is the Account Value minus Surrender Charges if applicable.

We also will deduct applicable Surrender Charges from Partial Surrenders, except as otherwise waived or provided by this Contract. The Surrender Charges for each applicable Contract Year are stated in the Contract Specifications pages.

#### 8. TAXES

We may deduct from the Account Value any premium tax or other taxes (other than withholding taxes, see **Section G.10**) payable to a state or other government entity because of the existence or operation of the Contract. If We pay any such amount and have not deducted it from Your Account Value, We reserve the right to deduct it from Your Account Value at a later date.

#### 9. **DEATH BENEFIT**

The Death Benefit equals the Account Value.

## D. ANNUITY PAYMENT AND SURRENDER PROVISIONS

#### 1. ANNUITY PAYMENT

Annuity Payment means one of a series of payments based on the Annuity Payment Option chosen.

#### 2. ANNUITY PAYOUT

If, on the Maturity Date, Your Contract is in force and the Annuitant is living, We will pay an Annuity Payment to You. If, on the Maturity Date, the Annuitized Value is less than the Minimum Annuitized Value stated in the Contract Specifications pages, We will pay You the Annuitized Value in a lump sum.

The Owner must elect by Request an Annuity Payment Option at least 30 days prior to the Maturity Date. If an Annuity Payment Option has not been selected prior to the Maturity Date, payments will commence on the Maturity Date under the Annuity Payment Option under **Section D.3(c)** providing payments guaranteed for ten years certain and life thereafter.

#### 3. ANNUITY PAYMENT OPTIONS

The Annuity Payment Options include:

- (a) Period Certain Payments Equal payments for a fixed period, of not less than 5 years or more than 30 years;
- (b) Life Annuity Payments will be made for the life of the Annuitant with no period certain;
- (c) Life Annuity with Period Certain Payments will be made for the life of the Annuitant with a 5 to 30 year period certain; and
- (d) Other options offered by Us.

The amount of each Annuity Payment will depend on the age and sex of the Annuitant at the time the first payment is due. Annuity Payments may be elected to be paid monthly, quarterly, semi-annually, or annually. The amount of each Annuity Payment must be equal to or greater than the Minimum Annuity Payment stated in the Contract Specifications pages.

Amounts shown on the Annuity Payment Option tables will be used to determine the guaranteed monthly payments which can be purchased with each \$1,000 of Annuitized Value. These guaranteed values are based on the Annuity 2000 Table with an interest rate of 1.5% per year.

Annuity Payments in excess of those guaranteed may be made by Us. The Annuity Payment Option may not be changed after Annuity Payments begin.

#### 4. FULL OR PARTIAL SURRENDERS

Upon Request, the Owner may Surrender this Contract for its Surrender Value or the Owner may take a Partial Surrender of the Account Value, until the earlier of:

- (a) The Maturity Date;
- (b) The death of any Owner; or
- (c) The death of any Annuitant (if the Owner is not a Natural Person.)

The amount payable to You upon a Full Surrender or upon a Partial Surrender shall be determined in

accordance with **Section C.7** and the other provisions of this Contract. On any Partial Surrenders, interest is withdrawn before the Premium. A Partial Surrender must equal or be greater than the Minimum Partial Surrender stated in the Contract Specifications pages. If any Partial Surrender reduces the Account Value to less than the Minimum Account Value shown in the Contract Specifications pages, We will treat the request as a Full Surrender of this Contract. On Full Surrender, this Contract terminates.

#### 5. DEFERMENT

We reserve the right to defer any cash payment for up to six months from the date We receive the request for a Full or Partial Surrender.

#### E. WAIVER OF SURRENDER CHARGE

We will waive the Surrender Charge for the following:

- On any Full or Partial Surrenders during any Contract Year after the first Contract Year which, in total for such Contract Year, do not exceed the first Free Withdrawal Percentage (as shown in the Contract Specifications pages) of the Account Value as of the first day of that Contract Year;
- 2. A Request by the Owner to withdraw (make Partial Surrenders of) the interest on a monthly, quarterly, semi-annual or annual periodic basis prior to the date any Annuity Payment is made on this Contract. The amount of interest payable on any periodic basis must be equal to or greater than the Minimum Partial Surrender amount stated in the Contract Specifications pages. Such a Request shall apply to interest credited after the date We accept the Request. We will make no further payments under such a Request after the date any Annuity Payment is made or the Account Value is paid as a Death Benefit:
- 3. If the Surviving Spouse of a deceased Owner continues this Contract (see Section F.4) and requests a Full Surrender or a Partial Surrender, including a Request to withdraw interest on a periodic basis under Section E.2., within one year of death of the Owner. However, Surrender Charges will be waived only for the first such Request under this Section E.3.; or
- **4.** If Annuity Payments begin after the [fifth] Contract Year, provided the Annuity Payment Option elected has life contingencies or a period certain of five or more years.

During any Contract Year, the Owner may elect, by Request, to have the Surrender Charges waived on withdrawals under either **Section E. 1.** or **E. 2.** but not both of those sections.

#### F. DEATH BENEFIT PROVISIONS

## 1. DEATH OF ANNUITANT BEFORE MATURITY DATE

(a) If the Owner is a Natural Person, a new Annuitant must be established upon the death of an Annuitant

who is not an Owner. See **Section B.2(b)** for details; or

(b) If the Owner is not a Natural Person, the death of the Annuitant will be treated as the death of the Owner and the Account Value will be paid to the Beneficiary(ies) as provided under **Section F.2** as though the first Owner to die had died; a new Annuitant may not be chosen.

#### 2. DEATH OF OWNER BEFORE MATURITY DATE

- (a) We will pay the Account Value to the Beneficiary(ies) if We receive a Request for the payment of the Death Benefit and Proof that the death of the first Owner to die (the "triggering death") occurred before an Annuity Payment Option began; then, the Beneficiary(ies) may choose to receive the Account Value:
  - (1) In a lump sum paid within five years of the date of the triggering death; or
  - (2) Under any of the Annuity Payment Options. Annuity Payment Options are available only for Beneficiaries who are Natural Persons. If this option is elected, each such electing Beneficiary functions as the Owner and Annuitant of his or her portion. Each such electing Beneficiary's estate will be the Beneficiary of that portion, unless the electing Beneficiary requests otherwise. The Annuity Payments must start no later than one year after the date of the triggering death. Also, the Annuity Payments must be over the life or a period not exceeding the life expectancy of the respective electing Beneficiary functioning as the Owner and Annuitant.

The Account Value will continue to earn interest until the date one of the above options goes into effect. If We have not received a Request selecting one of the above options within 60 days after We receive acceptable Proof of the triggering death, the Account Value will be paid as a lump sum.

(b) Spousal Exception – In the event of the death of the first Owner to die before an Annuity Payment Option has begun, if the spouse of that deceased Owner is the sole Beneficiary, there is an important exception to the rules in Section F.2(a), which is explained below in Section F.4.

#### 3. DEATH AFTER MATURITY

After Maturity, if an Annuitant dies while payments are being made under an Annuity Payment Option, those payments will end unless the Annuity Payment Option in effect calls for payments to continue to the Owner(s) or the Beneficiary(ies) after the Annuitant's death.

After Maturity, distributions under an Annuity Payment Option in effect, following the death of any Owner, will be made at least as rapidly as under that option as of the date of that Owner's death.

#### 4. SURVIVING SPOUSE EXCEPTION

If the spouse of the first Owner to die is the sole Beneficiary, upon the death of that Owner the Surviving Spouse shall become the Owner and Annuitant of this Contract. Then, upon Request, the Surviving Spouse may:

- (a) Continue this Contract until his or her death;
- (b) Elect an Annuity Payment Option; or
- (c) Direct Us to pay the Account Value in a lump sum.

The Account Value will continue to earn interest until the date one of the above options goes into effect. If We have not received a Request selecting one of the above options within 60 days after We receive acceptable Proof of death of the Owner, the Account Value will be paid as a lump sum.

#### G. GENERAL PROVISIONS

#### 1. ENTIRE CONTRACT

This Contract, any Riders or endorsements and the Application, a copy of which is attached and made a part of this Contract, form the entire Contract. All statements made while applying for this Contract, will, in the absence of fraud, be deemed representations and not warranties. No such statement will void this Contract nor be used to defend a claim unless it is contained in such Application. Only an Officer of the Company has the authority to change or waive any provision of this Contract.

#### 2. INCONTESTABILITY

We will not contest this Contract from the Contract Date.

#### 3. MISSTATEMENT OF AGE OR SEX

If the age or sex of the Annuitant has been misstated, the amount payable under this Contract will be adjusted to reflect the correct age or sex. If Annuity Payments have begun, any underpayment that may have been made will be paid in full with the next Annuity Payment. Any overpayment, unless repaid to Us in one sum, will be deducted from future Annuity Payments otherwise due until We are repaid in full.

#### 4. NONPARTICIPATING

This Contract is Nonparticipating and will not share in the surplus earnings of the Company.

#### 5. DISTRIBUTIONS

Any monies payable under this Contract shall be paid in United States currency.

#### 6. AUTOMATIC NONFORFEITURE OPTIONS

Any paid-up annuity, cash surrender or Death Benefit that may be available under this Contract will not be less than the minimum benefit required by the law(s) of the State in which this Contract is delivered.

#### 7. EVIDENCE OF AGE OR SURVIVAL

Prior to making any Annuity Payment, We may require evidence (proof) of:

- (a) The age of a recipient, and/or
- (b) The survival of a recipient,

if the Annuity Payments are based upon the age of the recipient or depend on the recipient being alive on a certain date.

#### 8. CONTRACT OR COLLATERAL ASSIGNMENTS

The Owner may assign this Contract in writing at any time before it is surrendered, Annuity Payments begin, or a Death Benefit becomes payable. Such assignment will not be deemed a transfer of ownership within the meaning of this Contract. An assignment will not affect any payments made or other action taken by Us before a copy of the assignment was received and accepted at Our [Administrative Office]. We assume no liability for the validity of any assignment and may rely solely on the assignee's statement as to his or her interest.

#### 9. EXERCISE OF RIGHTS

Unless provided otherwise, You or any other party with rights under this Contract may exercise those rights only by completing a Request to do so.

#### 10. TAX WITHHOLDING

Before paying any amount under this Contract, whether as a Full or Partial Surrender, Annuity Payment, or otherwise, We will deduct any withholding taxes applicable to the recipient that We determine are required to be withheld by applicable law.

#### 11. CONFORMITY WITH LAWS

If any provision of this Contract is contrary to any law to

which it is subject, such provision is amended to conform to such law.

If there is any conflict between Section 72 of the I.R.C. and the terms of this Contract, Section 72 will apply so as to maintain the treatment of this Contract as an annuity under the Federal Internal Revenue Code.

If any provision, or the operation, of this Contract conflicts with the USA PATRIOT Act, (Pub. L. No. 107-56) as amended, or the regulations issued pursuant to it, We will act in accordance with the requirements of that law and the regulations issued pursuant to it and in accord with the USA PATRIOT Act compliance program adopted by the Board of Directors of Fort Dearborn Life Insurance Company. Such action may include, but is not limited to:

- (a) Suspending the pay-out of any value in this Contract You or any other party otherwise may be entitled to;
- (b) Refusing to accept any further payments into the contract, if applicable; or
- (c) Unilaterally surrendering this Contract and paying You its Surrender Value.

#### 12. ANNUAL STATEMENT

At least once each Contract Year, We will send a statement with information regarding this Contract, including its Account Value and other information as required by applicable law. We will send that statement to the Owner's last address of record. Such a statement will be available at other times upon Request.

### ANNUITY PAYMENT OPTION

## GUARANTEED ANNUITY RATES MONTHLY PAYMENT PER \$1,000 APPLIED

### GUARANTEED PAYMENTS FOR A FIXED PERIOD

	MONTHLY
YEARS	PAYMENTS
5	17.28
6	14.51
7	12.53
8	11.04
9	9.89
10	8.96
11	8.21
12	7.58
13	7.05
14	6.59
15	6.20
16	5.85
17	5.55
18	5.27
19	5.03
20	4.81
21	4.62
22	4.44
23	4.28
24	4.13
25	3.99
26	3.86
27	3.75
28	3.64
29	3.54
30	3.44

# ANNUITY PAYMENT OPTION GUARANTEED ANNUITY RATES - MONTHLY PAYMENT PER \$1,000 APPLIED SINGLE LIFE ANNUITY

LIFE LIFE WITH PERIOD CERTAIN

	LIFE LIFE WITH PERIOD CERTAIN					
AGE	LIFE ONLY	5 Years	10 Years	15 Year	20 Year	30 Year
50	3.12	3.12	3.11	3.09	3.05	2.91
51	3.19	3.19	3.17	3.15	3.11	2.95
52	3.26	3.25	3.24	3.21	3.16	2.99
53	3.33	3.32	3.31	3.28	3.22	3.03
54	3.41	3.40	3.38	3.34	3.28	3.06
55	3.49	3.48	3.46	3.42	3.35	3.10
56	3.57	3.56	3.54	3.49	3.41	3.14
57	3.66	3.65	3.62	3.57	3.48	3.17
58	3.75	3.75	3.71	3.65	3.55	3.20
59	3.86	3.84	3.81	3.74	3.62	3.23
60	3.96	3.95	3.91	3.82	3.69	3.26
61	4.08	4.06	4.01	3.91	3.76	3.29
62	4.20	4.18	4.12	4.01	3.83	3.31
63	4.32	4.30	4.24	4.11	3.91	3.33
64	4.46	4.44	4.36	4.21	3.98	3.35
65	4.61	4.58	4.49	4.31	4.05	3.37
66	4.76	4.73	4.62	4.42	4.03	3.38
67	4.93	4.89	4.76	4.53	4.12	3.40
68	5.11	5.06	4.70	4.64	4.19	3.41
69	5.30	5.24	5.07	4.75	4.33	3.41
70	5.50	5.44	5.23	4.86	4.39	3.42
71	5.72	5.64	5.39	4.97	4.44	3.43
72	5.95	5.86	5.57	5.09	4.50	3.43
73	6.20	6.09	5.75	5.19	4.54	3.43
74	6.47	6.34	5.93	5.30	4.59	3.44
75	6.76	6.60	6.12	5.40	4.63	3.44
76	7.08	6.88	6.31	5.50	4.66	3.44
77	7.41	7.18	6.50	5.59	4.69	3.44
78	7.77	7.49	6.70	5.67	4.72	3.44
79	8.16	7.82	6.89	5.75	4.74	3.44
80	8.58	8.17	7.08	5.82	4.75	3.44
81	9.03	8.53	7.27	5.88	4.77	3.44
82	9.51	8.91	7.45	5.93	4.78	3.44
83	10.04	9.30	7.62	5.98	4.79	3.44
84	10.60	9.70	7.78	6.02	4.80	3.44
85	11.20	10.12	7.93	6.06	4.80	3.44
86	11.84	10.54	8.07	6.09	4.81	3.44
87	12.53	10.97	8.20	6.11	4.81	3.44
88	13.26	11.40	8.31	6.13	4.81	3.44
89	14.04	11.82	8.42	6.15	4.81	3.44
90	14.86	12.23	8.51	6.16	4.81	3.44
91	15.72	12.64	8.59	6.17	4.81	3.44
92	16.62	13.04	8.66	6.18	4.81	3.44
93	17.58	13.42	8.73	6.19	4.81	3.44
94	18.58	13.80	8.78	6.19	4.81	3.44
95	19.64	14.17	8.83	6.19	4.81	3.44
96	20.78	14.53	8.87	6.19	4.81	3.44
97	22.01	14.88	8.90	6.19	4.81	3.44
98	23.37	15.23	8.92	6.20	4.81	3.44
99	24.89	15.57	8.94	6.20	4.81	3.44
100	26.64	15.89	8.95	6.20	4.81	3.44

#### **CONTRACT SPECIFICATIONS**

CONTRACT NUMBER: [12345] CONTRACT DATE: [06/01/09]

ANNUITANT: [John Doe] ANNUITANT DATE OF BIRTH: 06/01/69

PRIMARY OWNER: [John Doe]
DATE OF BIRTH OF PRIMARY OWNER: [06/01/69]

OWNER(S): [John Doe, Jane Doe]

SINGLE PREMUM: [\$40,000] [Non-Qualified]

INITIAL RATE PERIOD: [9] Contract Years

INITIAL INTEREST RATE: [5.0 %]

[includes [1%] additional interest during 1st Contract Year]

MINIMUM GUARANTEED INTEREST RATE: [1.70 %]

MATURITY DATE: [06/01/2069]

MINIMUM ANNUITY PAYMENT: \$100.00

MINIMUM PARTIAL SURRENDER: \$100.00

FREE WITHDRAWAL PERCENTAGE: [15] %

MINIMUM ANNUITIZED VALUE: \$5,000

MINIMUM ACCOUNT VALUE: [\$1,000]

MINIMUM PREMIUM [\$4,000]

MAXIMUM PREMIUM [\$1,000,000]

SURRENDER CHARGES: Contract Year Surrender Charge
Of Surrender Percentage

or Burremacr	1 Ci Cciita,
[1	8.00% 8.00%
2 3	7.00%
4 5	6.00% 5.00%
6	4.00%
7	3.00%
8 9	2.00% 1.00%]
thereafter	0

### TABLE OF GUARANTEED VALUES

These values are based on the Single Premium as shown in the Contract Specifications pages. These values are calculated using the Minimum Guaranteed Interest Rate. That rate is shown in the Contract Specifications pages. The values shown assume there are no Full or Partial Surrenders.

END OF CONTRACT YEAR	ACCOUNT VALUE	SURRENDER VALUE
1	[40,680	[37,426
2	41,372	38,550
3	42,075	39,564
4	42,790	40,601
5	43,518	41,663
6	44,257	42,748
7	45,010	43,859
8	45,775	44,994
9	46,553	46,156
10	47,344	47,344
11	48,149	48,149
12	48,968	48,968
13	49,800	49,800
14	50,647	50,647
15	51,508	51,508
16	52,384	52,384
17	53,274	53,274
18	54,180	54,180
19	55,101	55,101
20	56,038	56,038
21	56,990	56,990
22	57,959	57,959
23	58,944	58,944
24	59,946	59,946
25	60,965	60,965
Age 65	60,965]	60,965]

Actual values may be higher than the guaranteed values if a higher interest rate is declared by the Company. Values for contract years not shown will be provided upon request.

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(A stock life insurance company, herein called "We" "Us" "Our" or "Company")

[Administrative Office: P.O. Box 655403 Dallas, TX 75265-5403 800.538.0379]

## [SELECT FORTIFIER – MVA] SINGLE PREMIUM DEFERRED ANNUITY

- Single Premium
- Non-Participating
- Deferred Income Payable at Maturity
- Death Benefit Payable Before Maturity
- Surrenders or Withdrawals may be subject to a Market Value Adjustment which may result in an Upward or Downward Adjustment of the Amounts Payable

This Contract is issued in consideration of Your Application and payment of the Single Premium.

We agree to provide the benefits and other rights described in this Contract in accordance with the terms of this Contract.

The tax status as it applies to the Owner(s) should be reviewed by the Owner(s) each year.

The Company has by its President and Secretary signed this Contract.

[Victoria E. Fimea] Secretary [Anthony F. Trani] President

Chithy F. Uran.

The Single Premium paid for this Contract will provide an income payable at the Maturity Date in accordance with the Annuity Payment Options. A Death Benefit is payable before the Maturity Date. This Contract is Nonparticipating, with no annual dividends.

RIGHT TO CANCEL. Within 30 days after this Contract is first received, it may be cancelled for any reason by delivering or mailing it to the agent through whom it was purchased or to Our [Administrative Office]. Upon cancellation, We will return any Premium paid and this Contract will be void from the Contract Date.

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#### A. GENERAL DEFINITIONS

#### 1. ANNIVERSARY DATE

This means the same day and month of each year as the Contract Date. If the date does not exist in a particular year, the first preceding day that does exist will be used.

#### 2. CONTRACT YEAR

This means each successive 12 month period beginning on the Contract Date.

#### 3. MATURITY DATE

The Maturity Date is the date Annuity Payments begin. The original Maturity Date is stated in the Contract Specifications pages. The Owner may change the Maturity Date by making a Request to Us at least 30 days prior to the requested Maturity Date. The Maturity Date cannot be deferred past the Anniversary Date on which:

- (a) The attained age the Primary Owner is 100, if the Primary Owner is a Natural Person, or
- (b) The attained age the Annuitant is 100, if the Primary Owner is not a Natural Person.

#### 4. NATURAL PERSON

This means a living person that is treated as an individual for Federal Income Tax purposes under the Federal Internal Revenue Code (also the "I.R.C.").

#### 5. PARTIAL SURRENDER

This means the withdrawal of less than the Surrender Value of this Contract before it matures or a Death Benefit is payable under it.

#### 6. PROOF

This means reasonable evidence of death, age, or other matters that require documentation or proof.

#### 7. RATE PERIOD

This means the duration for which the then applicable declared interest rate is valid. Rate Periods are measured in Contract Years. The Initial Rate Period is shown in the Contract Specifications page. After the Initial Rate Period, later Rate Periods last one Contract Year.

#### 8. REQUEST

This means a request: (i) in a form that is acceptable to Us; (ii) either signed by all Owners or acknowledged by all Owners in a manner acceptable to Us; and (iii) that is received by Us.

#### 9. SINGLE PREMIUM

This means the sum of money paid for this Contract. It is shown in the Contract Specifications pages.

#### 10. SURRENDER or FULL SURRENDER

This means the withdrawal of the Surrender Value of this Contract before it matures or a Death Benefit is payable under it. This terminates the Contract.

#### 11. SURRENDER CHARGE

This means the applicable surrender charge percentage

for the relevant Contract Year, as shown in the Contract Specifications pages, multiplied by the Account Value being surrendered or withdrawn.

### **B. PERSONS NAMED IN THE CONTRACT**

## 1. OWNER (also called "You" and "Your" in this Contract)

#### (a) GENERAL

An Owner must be either: (i) a Natural Person, or (ii) a trust that is treated as an individual for Federal Income Tax purposes under the Federal Internal Revenue Code. No other type of Owner is permitted under this Contract. The Owner(s) is (are) named in the Contract Specifications pages unless You subsequently change the Owner. The Primary Owner is named in the application for the Contract. Such Owner is only different from any other Owner who is a Natural Person in that the Primary Owner's age is used to determine the original and latest Maturity Date.

The Owner(s) may exercise all rights stated in this Contract subject to the rights of any irrevocable Beneficiary(ies).

As the Owner, You have the right, by Request, to:

- (1) Name a different Owner;
- (2) Assign Your interest in this Contract to another person or entity;
- (3) Name or change the Beneficiary(ies);
- (4) Make withdrawals from this Contract or Surrender this Contract and receive its Surrender Value;
- (5) Select an Annuity Payment Option and specify its start date;
- (6) Receive the Annuity Payments once the Annuity Payment Option has been established;
- (7) Direct that Annuity Payments should be made to another person or entity; and
- (8) Exercise any other rights granted You under this Contract.

### (b) JOINT OWNER(S)

If more than one Owner is named in the Application, or through a later ownership change:

- (1) Each Joint Owner must be a Natural Person;
- (2) Each Owner shall share an undivided interest in the entire Contract;
- (3) We will honor only those Requests which are executed by every Owner; and
- (4) All references to Owner (or You or Your) in this Contract, where the context or text does not clearly indicate otherwise, shall be construed to include all Owners, and all singular references or statements shall be treated as plural.

#### (c) TRUST OWNER

If any Owner is a trust, We may deal with the trustee according to the terms of this Contract. Only one Trust at a time may be the Owner. A Trust cannot be a Joint Owner. The trust agreement will not operate to waive or alter any part of this Contract. After we have paid any money under this Contract to a trustee and/or trust, the trustee and/or trust, not Us, will be liable thereafter for what happens to that money. Ownership by a trust may have tax consequences.

#### (d) CHANGE OF OWNER

You may change the Owner during Your lifetime. A Request for a change of Owner must be received and recorded by Us at Our [Administrative Office]. Any change shall take effect as of the date the Request was recorded by Us. The change will not affect any payments made or other action taken by Us before the Request was recorded at Our [Administrative Office]. A change of Owner may have tax consequences.

#### 2. ANNUITANT

#### (a) WHO IS THE ANNUITANT

The Annuitant is the sole Natural Person on whose life Annuity Payments are based.

#### (b) CHANGE OF ANNUITANT

- (1) If the Owner is a Natural Person, then prior to the Maturity Date and:
  - (i) prior to the Death of the Annuitant, the Owner may change the Annuitant at any time
  - (ii) upon the Death of the Annuitant who is not an Owner, the Owner(s) must designate a new Annuitant.

If no such designation is made within 30 days of the death, then

- a. if there is only one Owner, the Owner will become the Annuitant; or
- b. if there are Joint Owners, the youngest Owner will become the Annuitant.
- (2) If the Owner is not a Natural Person, the Annuitant may not be changed.

#### (c) OTHER RULES

Any change of the Annuitant is subject to Our administrative guidelines in effect at the time the change is requested, including administrative guidelines regarding the age of the Annuitant and frequency of such changes. We assume no liability for tax purposes for any change of Annuitant.

#### 3. BENEFICIARY

#### (a) GENERAL

The Beneficiary(s) is (are) the person(s) or entity(s) to which We will:

(1) Pay a Death Benefit if an Owner dies before an

Annuity Payment Option has started; or

(2) Continue paying Annuity Payments, if applicable, if an Owner dies after an Annuity Payment Option has started.

If more than one party is the designated Beneficiary, all references to the Beneficiary throughout this Contract, where the text or context does not clearly indicate otherwise, shall be construed to include all Beneficiaries, and all singular references or statements regarding a Beneficiary shall be treated as plural.

The Beneficiary is named in the Application, unless the Beneficiary is changed as provided below.

#### (b) JOINT OWNERS

If the surviving Joint Owner is the Primary Beneficiary, any other Beneficiary designation on record at the time of the Owner's death will be treated as a Contingent Beneficiary.

#### (c) PRIMARY BENEFICIARY

The Primary Beneficiary(ies) is (are) the Natural Person(s) or entity(s) who is (are) first entitled to receive Death Benefits or Annuity Payments, if applicable.

#### (d) CONTINGENT BENEFICIARY

The Contingent Beneficiary(ies) is (are) entitled to receive Death Benefits or Annuity Payments, if applicable, under this Contract if the Primary Beneficiary(ies) is (are) no longer a living person or a surviving entity when such benefits become payable.

#### (e) CHANGE OF BENEFICIARY

By Request, You may change a Beneficiary at any time prior to:

- (1) The death of the first Owner to die, if the Owner is a Natural person; or
- (2) The death of the Annuitant if the Owner is not a Natural Person.

The Request for such a change must be received and accepted by Us at Our [Administrative Office]. A change of Beneficiary is effective whether or not the first Owner to die or the Annuitant is living at the time We receive the Request for the change. Once accepted, a change of Beneficiary will take effect as of the date the Request was signed. A change of Beneficiary will not affect any payments made or other action taken by Us before the Request is accepted at Our [Administrative Office]. Any change of a Beneficiary is subject to Our

Any change of a Beneficiary is subject to Our administrative guidelines in effect at the time the change is requested, including administrative guidelines regarding how many and what type of entity (non-Natural Person) may be designated as a Beneficiary.

(f) DEATH OF A BENEFICIARY OR NONE NAMED

Unless You have provided otherwise:

- if a Beneficiary does not survive the first Owner to die for 15 days, such Beneficiary will be considered as predeceasing that Owner and that beneficiary's portion will be allocated to any surviving Beneficiary(ies); and
- (2) if no Beneficiary was ever designated or no named Beneficiary survives the first Owner to die for 15 days, any benefits payable will be distributed equally to:
  - (i) the Owner(s) who survive such first Owner to die by 15 days, and such Owner(s) will be deemed to be the Beneficiary(ies); or
  - (ii) the estate(s) or legal successors of all Owners, including the first Owner to die, if no Owner survives the first Owner to die by 15 days.

If more than one Beneficiary survives the first Owner to die by 15 days, any benefits payable will be divided equally among the surviving Beneficiaries unless the beneficiary designation in effect provides otherwise.

## C. IMPORTANT VALUES IN YOUR ANNUITY AND ITS CONTINUANCE

#### 1. PREMIUMS

The amount of the Single Premium may not be less than the Minimum Premium, nor greater than the Maximum Premium, without Our prior approval. The Single Premium, Minimum Premium, and Maximum Premium are shown in the Contract Specifications pages. Other than the Single Premium, no additional amount of money may be paid into this Contract. If a check or draft presented as payment of the Single Premium is not honored, this Contract will be void.

#### 2. MINIMUM GUARANTEED INTEREST RATE

The Minimum Guaranteed Interest Rate is the minimum effective annual interest rate which We guarantee while this Contract is in effect. The Minimum Guaranteed Interest Rate is shown in the Contract Specifications pages.

We may, at Our discretion, declare an interest rate in excess of the Minimum Guaranteed Interest Rate to be applicable during any Rate Period.

#### 3. INTEREST

During the Initial Rate Period, the Account Value is credited with interest daily from the Contract Date using the Initial Interest Rate, which is stated in the Contract Specifications pages.

We will declare interest rates for each Rate Period after the Initial Rate Period, on or before the start of the Rate Period. After the Initial Rate Period, the Account Value is credited with interest daily using the declared interest rate for that Rate Period.

Any interest rate credited will be at a rate equal to or in

excess of the Minimum Guaranteed Interest Rate. Interest rates are expressed as an effective annual interest rate.

#### 4. RATE PERIOD AND CONTINUATION

This Contract will continue until the end of the Initial Rate Period. If not Surrendered before the end of the Initial Rate Period, it will automatically continue thereafter for Rate Periods of one year.

After the end of the Initial Rate Period, no further Surrender Charges or Market Value Adjustment will apply.

#### 5. ACCOUNT VALUE

The Account Value up to the Maturity Date equals:

- (a) The Single Premium; plus
- (b) Interest credited or earned; minus
- (c) Any prior Partial Surrenders (which may have included Surrender Charges, Market Value Adjustments, and any applicable taxes); *minus*
- (d) Any taxes if applicable.

#### 6. MARKET VALUE ADJUSTMENTS

#### (a) GENERAL

We will add or deduct the Market Value Adjustment from any Full or Partial Surrender, and in the calculation of the Annuitized Value, except as provided in **Section E**. The Market Value Adjustment is the Market Value Adjustment Factor times the Account Value being withdrawn, surrendered, or annuitized.

#### (b) MARKET VALUE ADJUSTMENT FACTOR

The Market Value Adjustment Factor is equal to:

$$[(1+i)/(1+j+k)]^{(t)} - 1$$

where:

- i = the Treasury Constant Maturity (TCM)
   rate at the end of the week preceding the
   date the Initial Rate Period starts, for a
   maturity equivalent to the Initial Rate
   Period. (i is expressed in decimal form.)
- j = the Treasury Constant Maturity (TCM) rate at the end of the week preceding the date the Market Value Adjustment is being calculated, for a maturity equivalent to the Initial Rate Period. (j is expressed in decimal form.)

k = a constant not to exceed 0.25%

t = time remaining in the Initial Rate Period in years using exact number of days

The Market Value Adjustment can be positive or negative.

#### 7. ANNUITIZED VALUE

Your Annuitized Value is the amount applied to determine Annuity Payments under the Annuity Payment Option. Prior to the end of the Initial Rate Period, Your Annuitized Value equals the Surrender

Value, except as provided in **Section E**.

After the Initial Rate Period, the Annuitized Value equals the Account Value. After the end of the Initial Rate Period, no Surrender Charges or Market Value Adjustment will apply.

#### 8. SURRENDER VALUE

If You Surrender the entire Contract, the Surrender Value is the greater of Section C.8(a) or C.8(b) below.

- (a) Ordinary Surrender Value:
  - (1) The Account Value; plus or minus
  - (2) Any applicable Market Value Adjustment; minus
  - (3) Surrender Charges if applicable.
- (b) Guaranteed Minimum Surrender Value:
  - (1) The Single Premium accumulated at the Minimum Guaranteed Interest Rate; *minus*
  - (2) Prior Partial Surrenders (which may have included Surrender Charges, Market Value Adjustments, and any applicable taxes); *minus*
  - (3) Surrender Charges if applicable, minus
  - (4) Any taxes if applicable.

We also will apply a Market Value Adjustment and deduct applicable Surrender Charges, from Partial Surrenders, except as otherwise waived or provided by this Contract. The Surrender Charges for each applicable Contract Year are stated in the Contract Specifications pages.

## 9. TAXES

We may deduct from the Account Value any premium tax or other taxes (other than withholding taxes, see **Section G.10**) payable to a state or other government entity because of the existence or operation of the Contract. If We pay any such amount and have not deducted it from Your Account Value, We reserve the right to deduct it from Your Account Value at a later date.

#### 10. DEATH BENEFIT

The Death Benefit equals the Account Value.

## D. ANNUITY PAYMENT AND SURRENDER PROVISIONS

#### 1. ANNUITY PAYMENT

Annuity Payment means one of a series of payments based on the Annuity Payment Option chosen.

#### 2. ANNUITY PAYOUT

If, on the Maturity Date, Your Contract is in force and the Annuitant is living, We will pay an Annuity Payment to You. If, on the Maturity Date, the Annuitized Value is less than the Minimum Annuitized Value stated in the Contract Specifications pages, We will pay You the Annuitized Value in a lump sum.

The Owner must elect by Request an Annuity Payment Option at least 30 days prior to the Maturity Date. If an

Annuity Payment Option has not been selected prior to the Maturity Date, payments will commence on the Maturity Date under the Annuity Payment Option under **Section D.3(c)** providing payments guaranteed for ten years certain and life thereafter.

#### 3. ANNUITY PAYMENT OPTIONS

The Annuity Payment Options include:

- (a) Period Certain Payments Equal payments for a fixed period, of not less than 5 years or more than 30 years;
- (b) Life Annuity Payments will be made for the life of the Annuitant with no period certain;
- (c) Life Annuity with Period Certain Payments will be made for the life of the Annuitant with a 5 to 30 year period certain; and
- (d) Other options offered by Us.

The amount of each Annuity Payment will depend on the age and sex of the Annuitant at the time the first payment is due. Annuity Payments may be elected to be paid monthly, quarterly, semi-annually, or annually. The amount of each Annuity Payment must be equal to or greater than the Minimum Annuity Payment stated in the Contract Specifications pages.

Amounts shown on the Annuity Payment Option tables will be used to determine the guaranteed monthly payments which can be purchased with each \$1,000 of Annuitized Value. These guaranteed values are based on the Annuity 2000 Table with an interest rate of 1.5% per year.

Annuity Payments in excess of those guaranteed may be made by Us. The Annuity Payment Option may not be changed after Annuity Payments begin.

#### 4. FULL OR PARTIAL SURRENDERS

Upon Request, the Owner may Surrender this Contract for its Surrender Value or the Owner may take a Partial Surrender of the Account Value, until the earlier of:

- (a) The Maturity Date;
- (b) The death of any Owner; or
- (c) The death of any Annuitant (if the Owner is not a Natural Person.)

The amount payable to You upon a Full Surrender or upon a Partial Surrender shall be determined in accordance with **Section C.8** and the other provisions of this Contract. On any Partial Surrenders, interest is withdrawn before the Premium. A Partial Surrender must equal or be greater than the Minimum Partial Surrender stated in the Contract Specifications pages. If any Partial Surrender reduces the Account Value to less than the Minimum Account Value shown in the Contract Specifications pages, We will treat the Request as a Full Surrender of this Contract. On Full Surrender, this Contract terminates.

#### 5. DEFERMENT

We reserve the right to defer any cash payment for up to six months from the date We receive the request for a

## E. WAIVER OF SURRENDER CHARGE AND MARKET VALUE ADJUSTMENT

We will waive the Surrender Charge, and any Market Value Adjustment will not apply for the following:

- 1. On any Full or Partial Surrenders during any Contract Year after the first Contract Year which, in total for such Contract Year, do not exceed the first Free Withdrawal Percentage (as shown in the Contract Specification pages) of the Account Value as of the first day of that Contract Year:
- 2. A Request by the Owner to withdraw (make Partial Surrenders of) the interest on a monthly, quarterly, semi-annual or annual periodic basis prior to the date any Annuity Payment is made on this Contract. The amount of interest payable on any periodic basis must be equal to or greater than the Minimum Partial Surrender amount stated in the Contract Specifications pages. Such a Request shall apply to interest credited after the date We accept the Request. We will make no further payments under such a Request after the date any Annuity Payment is made or the Account Value is paid as a Death Benefit;
- 3. If the Surviving Spouse of a deceased Owner continues this Contract (see Section F.4) and requests a Full Surrender or a Partial Surrender, including a Request to withdraw interest on a periodic basis under Section E.2., within one year of death of the Owner. However, Surrender Charges will be waived and Market Value Adjustments will not apply only for the first such request under this Section E.3.; or
- **4.** If Annuity Payments begin after the [fifth] Contract Year, provided the Annuity Payment Option elected has life contingencies or a period certain of five or more years.

During any Contract Year, the Owner may elect, by Request, to have the Surrender Charges waived and Market Value Adjustment not apply on withdrawals under either **Section E.**1. or E. 2. but not both of those sections.

#### F. DEATH BENEFIT PROVISIONS

## 1. DEATH OF ANNUITANT BEFORE MATURITY DATE

- (a) If the Owner is a Natural Person, a new Annuitant must be established upon the death of an Annuitant who is not an Owner. See **Section B.2(b)** for details; or
- (b) If the Owner is not a Natural Person, the death of the Annuitant will be treated as the death of the Owner and the Account Value will be paid to the Beneficiary(ies) as provided under Section F.2 as though the first Owner to die had died; a new Annuitant may not be chosen.

#### 2. DEATH OF OWNER BEFORE MATURITY DATE

(a) We will pay the Account Value to the

Beneficiary(ies) if We receive a Request for the payment of the Death Benefit and Proof that the death of the first Owner to die (the "triggering death") occurred before an Annuity Payment Option began; then, the Beneficiary(ies) may choose to receive the Account Value:

- (1) In a lump sum paid within five years of the date of the triggering death; or
- (2) Under any of the Annuity Payment Options. Annuity Payment Options are available only for Beneficiaries who are Natural Persons. If this option is elected, each such electing Beneficiary functions as the Owner and Annuitant of his or her portion. Each such electing Beneficiary's estate will be the Beneficiary of that portion, unless the electing Beneficiary requests otherwise. The Annuity Payments must start no later than one year after the date of the triggering death. Also, the Annuity Payments must be over the life or a period not exceeding the life expectancy of the respective electing Beneficiary functioning as the Owner and Annuitant.

The Account Value will continue to earn interest until the date one of the above options goes into effect. If We have not received a Request selecting one of the above options within 60 days after We receive acceptable Proof of the triggering death, the Account Value will be paid as a lump sum.

(b) Spousal Exception – In the event of the death of the first Owner to die before an Annuity Payment Option has begun, if the spouse of that deceased Owner is the sole Beneficiary, there is an important exception to the rules in **Section F.2(a)**, which is explained below in **Section F.4**.

#### 3. DEATH AFTER MATURITY

After Maturity, if an Annuitant dies while payments are being made under an Annuity Payment Option, those payments will end unless the Annuity Payment Option in effect calls for payments to continue to the Owner(s) or the Beneficiary(ies) after the Annuitant's death.

After Maturity, distributions under an Annuity Payment Option in effect, following the death of any Owner, will be made at least as rapidly as under that option as of the date of that Owner's death.

#### 4. SURVIVING SPOUSE EXCEPTION

If the spouse of the first Owner to die is the sole Beneficiary, upon the death of that Owner the Surviving Spouse shall become the Owner and Annuitant of this Contract. Then, upon Request, the Surviving Spouse may:

- (a) Continue this Contract until his or her death;
- (b) Elect an Annuity Payment Option; or
- (c) Direct Us to pay the Account Value in a lump sum. The Account Value will continue to earn interest until the date one of the above options goes into effect. If We have not received a Request selecting one of the above

options within 60 days after We receive acceptable Proof of death of the Owner, the Account Value will be paid as a lump sum.

#### G. GENERAL PROVISIONS

#### 1. ENTIRE CONTRACT

This Contract, any Riders or endorsements and the Application, a copy of which is attached and made a part of this Contract, form the entire Contract. All statements made while applying for this Contract, will, in the absence of fraud, be deemed representations and not warranties. No such statement will void this Contract nor be used to defend a claim unless it is contained in such Application. Only an Officer of the Company has the authority to change or waive any provision of this Contract.

#### 2. INCONTESTABILITY

We will not contest this Contract from the Contract Date.

#### 3. MISSTATEMENT OF AGE OR SEX

If the age or sex of the Annuitant has been misstated, the amount payable under this Contract will be adjusted to reflect the correct age or sex. If Annuity Payments have begun, any underpayment that may have been made will be paid in full with the next Annuity Payment. Any overpayment, unless repaid to Us in one sum, will be deducted from future Annuity Payments otherwise due until We are repaid in full.

#### 4. NONPARTICIPATING

This Contract is Nonparticipating and will not share in the surplus earnings of the Company.

#### 5. DISTRIBUTIONS

Any monies payable under this Contract shall be paid in United States currency.

#### 6. AUTOMATIC NONFORFEITURE OPTIONS

Any paid-up annuity, cash surrender or Death Benefit that may be available under this Contract will not be less than the minimum benefit required by the law(s) of the State in which this Contract is delivered.

#### 7. EVIDENCE OF AGE OR SURVIVAL

Prior to making any Annuity Payment, We may require evidence (proof) of:

- (a) The age of a recipient, and/or
- (b) The survival of a recipient,

if the Annuity Payments are based upon the age of the recipient or depend on the recipient being alive on a certain date.

#### 8. CONTRACT OR COLLATERAL ASSIGNMENTS

The Owner may assign this Contract in writing at any

time before it is surrendered, Annuity Payments begin, or a Death Benefit becomes payable. Such assignment will not be deemed a transfer of ownership within the meaning of this Contract. An assignment will not affect any payments made or other action taken by Us before a copy of the assignment was received and accepted at Our [Administrative Office]. We assume no liability for the validity of any assignment and may rely solely on the assignee's statement as to his or her interest.

#### 9. EXERCISE OF RIGHTS

Unless provided otherwise, You or any other party with rights under this Contract may exercise those rights only by completing a Request to do so.

#### 10. TAX WITHHOLDING

Before paying any amount under this Contract, whether as a Full or Partial Surrender, Annuity Payment, or otherwise, We will deduct any withholding taxes applicable to the recipient that We determine are required to be withheld by applicable law.

#### 11. CONFORMITY WITH LAWS

If any provision of this Contract is contrary to any law to which it is subject, such provision is amended to conform to such law.

If there is any conflict between Section 72 of the I.R.C. and the terms of this Contract, Section 72 will apply so as to maintain the treatment of this Contract as an annuity under the Federal Internal Revenue Code.

If any provision, or the operation, of this Contract conflicts with the USA PATRIOT Act, (Pub. L. No. 107-56) as amended, or the regulations issued pursuant to it, We will act in accordance with the requirements of that law and the regulations issued pursuant to it and in accord with the USA PATRIOT Act compliance program adopted by the Board of Directors of Fort Dearborn Life Insurance Company. Such action may include, but is not limited to:

- (a) Suspending the pay-out of any value in this Contract You or any other party otherwise may be entitled to:
- (b) Refusing to accept any further payments into the contract, if applicable; or
- (c) Unilaterally surrendering this Contract and paying You its Surrender Value.

#### 12. ANNUAL STATEMENT

At least once each Contract Year, We will send a statement with information regarding this Contract, including its Account Value and other information as required by applicable law. We will send that statement to the Owner's last address of record. Such a statement will be available at other times upon Request.

### ANNUITY PAYMENT OPTION

### GUARANTEED ANNUITY RATES MONTHLY PAYMENT PER \$1,000 APPLIED

#### GUARANTEED PAYMENTS FOR A FIXED PERIOD

	MONTHLY
YEARS	PAYMENTS
5	17.28
6	14.51
7	12.53
8	11.04
9	9.89
10	8.96
11	8.21
12	7.58
13	7.05
14	6.59
15	6.20
16	5.85
17	5.55
18	5.27
19	5.03
20	4.81
21	4.62
22	4.44
23	4.28
24	4.13
25	3.99
26	3.86
27	3.75
28	3.64
29	3.54
30	3.44

# ANNUITY PAYMENT OPTION GUARANTEED ANNUITY RATES - MONTHLY PAYMENT PER \$1,000 APPLIED SINGLE LIFE ANNUITY

LIFE LIFE WITH PERIOD CERTAIN

	LIFE LIFE WITH PERIOD CERTAIN					
AGE	LIFE ONLY	5 Years	10 Years	15 Year	20 Year	30 Year
50	3.12	3.12	3.11	3.09	3.05	2.91
51	3.19	3.19	3.17	3.15	3.11	2.95
52	3.26	3.25	3.24	3.21	3.16	2.99
53	3.33	3.32	3.31	3.28	3.22	3.03
54	3.41	3.40	3.38	3.34	3.28	3.06
55	3.49	3.48	3.46	3.42	3.35	3.10
56	3.57	3.56	3.54	3.49	3.41	3.14
57	3.66	3.65	3.62	3.57	3.48	3.17
58	3.75	3.75	3.71	3.65	3.55	3.20
59	3.86	3.84	3.81	3.74	3.62	3.23
60	3.96	3.95	3.91	3.82	3.69	3.26
61	4.08	4.06	4.01	3.91	3.76	3.29
62	4.20	4.18	4.12	4.01	3.83	3.31
63	4.32	4.30	4.24	4.11	3.91	3.33
64	4.46	4.44	4.36	4.21	3.98	3.35
65	4.61	4.58	4.49	4.31	4.05	3.37
66	4.76	4.73	4.62	4.42	4.03	3.38
67	4.70	4.89	4.76	4.53	4.12	3.40
68	5.11	5.06	4.91	4.64	4.26	3.41
69	5.30	5.24	5.07	4.75	4.33	3.41
70	5.50	5.44	5.23	4.86	4.39	3.42
71	5.72	5.64	5.39	4.97	4.44	3.43
72	5.95	5.86	5.57	5.09	4.50	3.43
73	6.20	6.09	5.75	5.19	4.54	3.43
74	6.47	6.34	5.93	5.30	4.59	3.44
75	6.76	6.60	6.12	5.40	4.63	3.44
76	7.08	6.88	6.31	5.50	4.66	3.44
77	7.41	7.18	6.50	5.59	4.69	3.44
78	7.77	7.49	6.70	5.67	4.72	3.44
79	8.16	7.82	6.89	5.75	4.74	3.44
80	8.58	8.17	7.08	5.82	4.75	3.44
81	9.03	8.53	7.27	5.88	4.77	3.44
82	9.51	8.91	7.45	5.93	4.78	3.44
83	10.04	9.30	7.62	5.98	4.79	3.44
84	10.60	9.70	7.78	6.02	4.80	3.44
85	11.20	10.12	7.93	6.06	4.80	3.44
86	11.84	10.54	8.07	6.09	4.81	3.44
87	12.53	10.97	8.20	6.11	4.81	3.44
88	13.26	11.40	8.31	6.13	4.81	3.44
89	14.04	11.82	8.42	6.15	4.81	3.44
90	14.86	12.23	8.51	6.16	4.81	3.44
91	15.72	12.64	8.59	6.17	4.81	3.44
92	16.62	13.04	8.66	6.18	4.81	3.44
93	17.58	13.42	8.73	6.19	4.81	3.44
94	18.58	13.80	8.78	6.19	4.81	3.44
95	19.64	14.17	8.83	6.19	4.81	3.44
96	20.78	14.53	8.87	6.19	4.81	3.44
97	22.01	14.88	8.90	6.19	4.81	3.44
98	23.37	15.23	8.92	6.20	4.81	3.44
99	24.89	15.57	8.94	6.20	4.81	3.44
100	26.64	15.89	8.95	6.20	4.81	3.44

#### **CONTRACT SPECIFICATIONS**

CONTRACT NUMBER: [12345] CONTRACT DATE: [06/01/09]

ANNUITANT: [John Doe] ANNUITANT DATE OF BIRTH: 06/01/69

PRIMARY OWNER: [John Doe]
DATE OF BIRTH OF PRIMARY OWNER: [06/01/69]

OWNER(S): [John Doe, Jane Doe]

SINGLE PREMUM: [\$40,000] [Non-Qualified]

INITIAL RATE PERIOD: [9] Contract Years

INITIAL INTEREST RATE: [5.0 %]

[includes [1%] additional interest during 1st Contract Year]

MINIMUM GUARANTEED INTEREST RATE: [1.70 %]

MATURITY DATE: [06/01/2069]

MINIMUM ANNUITY PAYMENT: \$100.00

MINIMUM PARTIAL SURRENDER: \$100.00

FREE WITHDRAWAL PERCENTAGE: [15] %

MINIMUM ANNUITIZED VALUE: \$5,000

MINIMUM ACCOUNT VALUE: [\$1,000]

MINIMUM PREMIUM [\$4,000]

MAXIMUM PREMIUM [\$1,000,000]

SURRENDER CHARGES: Contract Year Surrender Charge
Of Surrender Percentage

or Durituider	I CICCIItas
[1	8.00%
2	8.00%
3	7.00%
4	6.00%
5	5.00%
6	4.00%
7	3.00%
8	2.00%
9	1.00%]
thereafter	0

### TABLE OF GUARANTEED VALUES

These values are based on the Single Premium as shown in the Contract Specifications pages. These values are calculated using the Minimum Guaranteed Interest Rate. That rate is shown in the Contract Specifications pages. The values shown assume there are no Full or Partial Surrenders.

END OF CONTRACT YEAR	ACCOUNT VALUE	SURRENDER VALUE
1	[40,680	[37,426
2	41,372	38,550
3	42,075	39,564
4	42,790	40,601
5	43,518	41,663
6	44,257	42,748
7	45,010	43,859
8	45,775	44,994
9	46,553	46,156
10	47,344	47,344
11	48,149	48,149
12	48,968	48,968
13	49,800	49,800
14	50,647	50,647
15	51,508	51,508
16	52,384	52,384
17	53,274	53,274
18	54,180	54,180
19	55,101	55,101
20	56,038	56,038
21	56,990	56,990
22	57,959	57,959
23	58,944	58,944
24	59,946	59,946
25	60,965	60,965
Age 65	60,965]	60,965]

Actual values may be higher than the guaranteed values if a higher interest rate is declared by the Company. Values for contract years not shown will be provided upon request.

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First Class Mail: [37516 Eagle Way Chicago, IL 60678-1375] Express Mail:
[JPMorgan
Attn: Fort Dearborn Life Insurance, LBX# 37516
131 S. Dearborn, 6th Floor
Chicago, IL 60603]

COMPLETE ALL SECTIONS OF THE APPLICATION CLEARLY AND LEGIBLY, AS INDICATED:

i. Filliary C	WIICI.								
□ Male	☐ Fen	nale							
Name:	·								
		First Name		MI		Las	t Name		
Addres	ss:								
		Street		City		State	ZIP Co	ode	
Date o	of Rirth:								
24.0		Month	Day	Year		<del></del>			
SS# O	PR Tax ID#	·:			Phone#:				
☐ Trust - I	f a Trust i	s to be na	med as the P	rimary Owne	r, a copy of th	ne trust must b	e include	d.	
Name o	of Truet				Trus	t Inception Date	۵.		
rianic c	// //ust				1100	и посрион Вак	Month	Day	Year
2. Joint Own	er(s):								
	☐ Male	. □ Fe	emale						
If there is to	o be more	than one jo	oint owner, att	ach a separat	e sheet in this	same format w	ith signatu	res of all o	wners.
		-							
Name:		First Name		MI			t Name		
		T HOL HAINO		·		Lac	i riamo		
Addres	ss:								
		Street			City	Sta	te	ZIP Code	
Date o	of Birth:								
		Month	Day	Year		<del></del>			
SS# O	R Tax ID#	!:			Phone#:				
3. Annuitant:	Complet	e this secti	on only if the A	Annuitant is to	be someone	other than the F	Primary Ov	ner. Othe	rwise
	the pers	on named a	as Owner in S	ection 1 will be	e the annuitan	t.			
	□ Male	. <b>.</b>	emale						
Name <sup>.</sup>									
rano.		First Name		MI		Las	t Name		
Addres	ss:	Street			City	 Sta	te	ZIP Code	
					<del>=</del> y	Sia		0000	
Relation	onship to (	Owner:							
Date o	f Rirth:								
Date		Month	Day	Year					
SS# O	R Tax ID#	<u> </u>			Phone#:				

ALL CHECKS MUST BE MADE PAYABLE TO **FORT DEARBORN LIFE INSURANCE COMPANY** AND NOT TO ANY PRODUCER OR AGENCY.

Please be sure ALL sections have been completed.



First Class Mail: [37516 Eagle Way Chicago, IL 60678-1375] Express Mail:
[JPMorgan
Attn: Fort Dearborn Life Insurance, LBX# 37516
131 S. Dearborn, 6th Floor
Chicago, IL 60603]

4. Product Selection:									
□ [Select Fortifier™]									
Select only one initial rate period. (This will also be the period that surrender charges apply.)									
□ 3 Year □ 4 Year	□ 5 Year □ 6 Year □ 7 Year □ 8 Year	□ 9 Year							
5. Market Value Adjustment Option: One must be selected.									
	☐ MVA Option ☐ Non-MVA								
6. Type of Annuity and Premium to Be Applied: This annuity is being applied for as:									
TYPE	PREMIUM/ ESTIMATED	TAX CONTRIBUTION or CONVERSION YEAR							
□ Non-Qualified, Cash with Application	\$amount of premium	NA							
□ 1035 Exchange	\$estimated amount of premium	NA							
☐ IRA Rollover	\$estimated amount of premium	NA							
☐ IRA Transfer	\$estimated amount of premium	NA							
☐ IRA Contribution	\$estimated amount of premium								
☐ Roth IRA Conversion	\$estimated amount of premium								
□ Roth IRA Contribution	\$estimated amount of premium								
□ Other:	\$estimated amount of premium								
7. Replacement Section:									
Do you have any existing life insurance or annuities in force? ☐ Yes ☐ No									
Will this contract replace existing life insurance or annuities? ☐ Yes ☐ No									
If Yes, provide Name of Company:									

ALL CHECKS MUST BE MADE PAYABLE TO **FORT DEARBORN LIFE INSURANCE COMPANY** AND NOT TO ANY PRODUCER OR AGENCY.

Please be sure ALL sections have been completed.

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First Class Mail: [37516 Eagle Way Chicago, IL 60678-1375]

Attn: Fort Dearborn Life Insurance, LBX# 37516
131 S. Dearborn, 6th Floor
Chicago, IL 60603]

**Express Mail:** 

### 8. Primary Beneficiary(ies):

If you do	O NOT wish to have	surviving joint own eneficiary is to be r	er as primary bene	nt Owner as Primary E ficiary, complete the be e % of benefit that each	neficiary info	mation below.
If there a		three Primary ben	eficiaries, complet	e on separate page in s	same format,	indicating %
of Death Benefit	First Name	MI	Last Name	Relationship to Owner / Annuitant	DOB	SS# or Tax ID#
of Death Benefit	First Name	MI	Last Name	Relationship to Owner / Annuitant	DOB	SS# or Tax ID#
of Death Benefit	First Name	MI	Last Name	Relationship to Owner / Annuitant	DOB	SS# or Tax ID#
• If t	rcentages must total here are to be more t due each with signati	han two Contingen	t beneficiaries, com	plete on separate page	in same form	at, indicating
of Death  Senefit	First Name	MI	Last Name	Relationship to Owner / Annuitant	DOB	SS# or Tax ID#
of Death Benefit	First Name	MI	Last Name	Relationship to Owner / Annuitant	DOB	SS# or Tax ID#
0. Special	Requests:					

ALL CHECKS MUST BE MADE PAYABLE TO **FORT DEARBORN LIFE INSURANCE COMPANY** AND NOT TO ANY PRODUCER OR AGENCY.

Please be sure ALL sections have been completed.



First Class Mail: [37516 Eagle Way Chicago, IL 60678-1375]

Attn: Fort Dearborn Life Insurance, LBX# 37516 131 S. Dearborn, 6th Floor Chicago, IL 60603

**Express Mail:** 

#### 11. Signature Section:

Any person who, knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals information concerning any fact material thereto, commits a fraudulent insurance act which may subject such person to criminal and civil penalties. (Not enforceable in OR and VA)

<b>MVA Acknowledgement:</b> I understand and affirm b Feature is elected above, surrenders or withdrawals Market Value Adjustment.						
Signature of Primary Owner:						
Application Signed at:			_ Date:_			
City	County	State		Month	Day	Year
Signature of Annuitant: (If other than Owner	er):					
Signature(s) of Joint Owner(s) (If Applicab	le):					
Marital Status: ☐ Married ☐ Single ☐ Divord Signature of Spouse: If owner is married and lives WA & WI), the spouse must	in a community					Χ,
Signature of Spouse:		•	e spous		i below.	
12. Producer Replacement Question:						
Does the Applicant have existing life insurance or an	nuities in force	? 🗆 Yes	□ No			
Do you have knowledge or reason to believe that the insurance or annuity currently in force on the life of the lif		d for by this a		•	e or chan	ge any
Signature of Producer:			Date:		Dav	Year
					,	

ALL CHECKS MUST BE MADE PAYABLE TO **FORT DEARBORN LIFE INSURANCE COMPANY** AND NOT TO ANY PRODUCER OR AGENCY.

Please be sure ALL sections have been completed.

## Amendatory Endorsement For Individual Retirement Annuities

The Policy or Contract (the "Contract") to which this Amendatory Endorsement (the "Endorsement") is attached is amended as specified below to qualify as an Individual Retirement Annuity ("IRA") under Section 408(b) of the Internal Revenue Code of 1986, as amended (the "IRC").

Where the provisions of this Endorsement are inconsistent with the provisions of the Contract, including the provisions of any other amendments, endorsements or riders applicable to the Contract, (except the provisions of amendments or endorsements which specifically amend this Endorsement) the provisions of this Endorsement will control.

For purposes of this Endorsement, "You" or "Your" shall mean the Owner, who must also be the Annuitant and the sole Owner of the Contract, and "Company" shall mean Fort Dearborn Life Insurance Company. Except as provided in this Endorsement, neither the Owner nor the Annuitant may be changed.

#### **Endorsement Provisions**

- 1. Non-Transferability. Your Contract is not transferable for any reason. You may not sell, assign, discount or pledge this Contract for any purpose.
- 2. <u>Non-Forfeitability.</u> Your entire interest in this Contract is non-forfeitable. This Contract is established for the exclusive benefit of You or Your Beneficiaries.
- 3. Maximum Contribution or Premium.

Unless permitted otherwise by applicable federal tax law:

- a. The Maximum Contribution or Premium must be in cash and shall not exceed:
  - (i) \$3,000 for any taxable year beginning in 2002 through 2004;
  - (ii) \$4,000 for any taxable year beginning in 2005 through 2007; and
  - (iii) \$5,000 for any taxable year beginning in 2008 and years thereafter.
- b. The Maximum Contribution or Premium may be increased in the case of:
  - (i) a rollover contribution (as permitted by IRC §§ 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16));

Fort Dearborn Life Insurance Company [Administrative Offices P. O. Box 655403 Dallas, TX 75265-5403] herein called "the Company, We, Us and Our"

- (ii) a contribution made in accordance with the terms of a Simplified Employee Pension (SEP) as described in IRC §408(k);
- (iii) after 2008, adjustments to the limit by the Secretary of the Treasury for cost-of-living increases under Code § 219(b)(5)(D). Such adjustments will be in multiples of \$500;
- (iv) if You are age 50 or older, by \$500 for any taxable year beginning in 2002 through 2005; and \$1,000 for any taxable year beginning in 2006 and years thereafter.
- (v) In addition to the amounts described in paragraphs (i) through (iv) above, if applicable:
  - (1) You may make a repayment of a qualified reservist distribution described in IRC §72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period.
  - (2) If You were a participant in a IRC §401(k) plan of a certain employer in bankruptcy described in IRC §219(b)(5)(C), You may contribute up to \$3,000 for taxable years beginning after 2006 and before 2010 only. If You make contributions under this paragraph, You may not also make contributions under Section 3.b(iv) above.
- c. No Contribution or Premium will be accepted under a SIMPLE IRA plan established by any employer pursuant to IRC § 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date You first participated in that employer's SIMPLE IRA plan.
- 4. Required Beginning Date: Your Required Beginning Date is April 1 of the calendar year following the calendar year in which You attain age 70 1/2.
- 5. <u>Applicable Code Provisions</u>. Notwithstanding any provision of this Contract to the contrary, distribution

of the Account Value shall be made in accordance with the requirements of IRC § 408(b)(3) and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of Annuity Payments on an irrevocable basis (except for acceleration), then distribution of the Account Value must satisfy the required minimum distribution requirements and other requirements of IRC §408(a)(6) and the regulations thereunder, rather than Sections 6 through 8 below.

- Annuity Payments During Your Lifetime. You may
  choose to have the Account Value (subject to any
  applicable Surrender Charges or other adjustments as
  provided in the Contract) distributed to You as
  Annuity Payments commencing no later than Your
  Required Beginning Date.
  - a. The Annuity Payment Options are:
    - a life annuity for You (which may include a term certain not extending beyond Your life expectancy);
    - (ii) a joint and survivor annuity for the lives of You and Your designated beneficiary (which may include a term certain not extending beyond the joint life and last survivor expectancy of You and Your designated beneficiary); or
    - (iii) a period certain annuity not extending beyond Your life expectancy or the joint and last survivor expectancy of You and Your designated beneficiary.
  - b. Annuity Payments must be made in periodic payments at intervals of no longer than 1 year and must be either non-increasing or they may increase only as provided in Q&As-1 and -4 of § 1.401(a)(9)-6T of the Temporary Income Tax Regulations. In addition, any Annuity Payments must satisfy the incidental benefit requirements specified in Q&A-2 of § 1.401(a)(9)-6T.
  - c. The distribution periods described in this **Section** 6 cannot exceed the periods specified in § 1.401(a)(9)-6T of the Temporary Income Tax Regulations (except as provided otherwise by applicable federal tax law).
  - d. The first required Annuity Payment can be made as late as Your Required Beginning Date and must be the Annuity Payment that is required for one payment interval. The second Annuity Payment need not be made until the end of the next payment interval.

- 7. <u>Death On or After Annuity Payments Commence</u>. If You die on or after the date Annuity Payments commence, any remaining Annuity Payments will continue to be distributed under the Annuity Payment Option chosen. Beneficiaries may accelerate payments at any time.
- 8. <u>Death Before Annuity Payments Commence.</u> If You die before Your Required Beginning Date, and if Your Annuity Payments have not yet commenced, Your Account Value will be distributed at least as rapidly as follows:
  - a. <u>Spouse not sole Beneficiary</u>. If Your Spouse is not Your sole designated beneficiary:
    - (i) starting by the end of the calendar year following the calendar year of Your death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of Your death;
    - (ii) if elected, in accordance with **Section 8.e** below.

If there are multiple designated beneficiaries or if a designated beneficiary is a non-natural person and **Section 8.a(i)** is applicable, its provisions will be applied, considering the relevant circumstances, consistent with the relevant tax laws, regulations and Internal Revenues Service interpretations regarding the treatment of multiple designated beneficiaries or a non-natural person as a designated beneficiary.

- b. <u>Spouse as Sole Beneficiary</u>. If Your sole designated beneficiary is Your surviving spouse:
  - (i) starting by the end of the calendar year following the calendar year of Your death (or by the end of the calendar year in which You would have attained age 70½, if later), over Your spouse's life; or,
  - (ii) if elected, in accordance with Section 8.e below.
- c. Spouse dies before distribution commences. If Your surviving spouse dies before required distributions commence to him or her:
  - (i) starting by the end of the calendar year following the calendar year of Your spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday

- in the year following the death of the spouse; or
- (ii) if elected, in accordance with **Section 8.e** below.

If there are multiple designated beneficiaries or if a designated beneficiary is a non-natural person, and **Section 8.c(i)** is applicable, its provisions will be applied, considering the relevant circumstances, consistent with the relevant tax laws, regulations and Internal Revenues Service interpretations regarding the treatment of multiple designated beneficiaries or a non-natural person as a designated beneficiary.

- d. Spouse dies after distribution commences. If Your surviving spouse dies after required Annuity Payments commence to him or her, any remaining Annuity Payments will continue to be distributed under the Annuity Payment Option chosen.
- e. No Beneficiary or Optional Election. With respect to Section 8, if there is no designated beneficiary, or if no specific election has been made under Sections 8.a or 8.c, or if the election under Sections 8.a(ii), 8.b(ii) 8.c(ii) above has been exercised, the Account Value will be distributed by the end of the calendar year containing the fifth anniversary of Your death (or of Your spouse's death in the case of the surviving spouse's death before distributions are required to begin under Section 8b or 8.c above).
- f. <u>Life Expectancy</u>. Life expectancy is determined using the Single Life Table in Q&A-1 of § 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to Your surviving spouse as the sole designated beneficiary, Your spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to Your spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in **Section 8a or 8.c**, and reduced by 1 for each subsequent year.
- g. For purposes of **Sections 7 and 8** above, required distributions are considered to commence on Your Required Beginning Date or, if applicable, on the date distributions are required to begin to Your surviving spouse under **Section 8b** above. However, if prior to the applicable date in the preceding sentence, Annuity Payments meeting the requirements of § 1.401(a)(9)-6T of the Temporary Income Tax

- Regulations start, then required distributions are considered to commence on the Annuity Payment starting date.
- h. Spousal Election. If the sole designated beneficiary is Your surviving spouse, Your spouse may elect to treat the Contract as his or her own Contract, and become the Owner of the Contract. This election will be deemed to have been made if Your surviving spouse makes a contribution to the Contract or fails to take required distributions as a beneficiary.
- 9. Account Value. For purposes of Sections 5, 6, 7, and 8, the Account Value includes the amount of any outstanding rollover, transfer, and re-characterization under Q&As –7 and –8 of § 1.408-8 of the Income Tax Regulations and, to the extent required by the Code or the Income Tax Regulations, the actuarial value of any other benefits provided under the Contract, such as guaranteed death benefits.
- 10. Owner and Beneficiary Responsibility. You and Your Beneficiary, as applicable, have the sole responsibility for determining whether any contribution or premium meets applicable federal tax requirements and for requesting a distribution that complies with federal tax requirements.
- 11. <u>Annual Reports</u>. The Company shall furnish annual calendar year reports concerning the status of the Contract and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.
- 12. Amendment. The Company reserves the right to amend this Endorsement to the extent necessary to maintain the qualification of the Contract as an individual retirement annuity for federal tax purposes. Any such amendment will be subject to the necessary regulatory approvals and, only where required, approval of the Owner. We will send You a copy of any such amendment. Where the Owner's approval is required for such amendment to become effective, we will not be responsible for any adverse tax consequences resulting from the Owner's refusal to approve and/or accept any such amendment.

FORT DEARBORN LIFE INSURANCE COMPANY

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[Anthony F. Trani]

President

## Amendatory Endorsement For Roth Individual Retirement Annuities

The Policy or Contract (the "Contract") to which this Amendatory Endorsement (the "Endorsement") is attached is amended as specified below to qualify as a Roth Individual Retirement Annuity ("Roth IRA") under Section 408A of the Internal Revenue Code of 1986, as amended (the "IRC").

Where the provisions of this Endorsement are inconsistent with the provisions of the Contract, including the provisions of any other amendments, endorsements or riders applicable to the Contract, (except the provisions of amendments or endorsements which specifically amend this Endorsement) the provisions of this Endorsement will control.

For purposes of this Endorsement, "You" or "Your" shall mean the Owner, who must also be the Annuitant and the sole Owner of the Contract, and "Company" shall mean Fort Dearborn Life Insurance Company. Except as provided in this Endorsement neither the Owner nor the Annuitant may be changed.

#### **Endorsement Provisions**

- 1. Non-Transferability. Your Contract is not transferable for any reason. You may not sell, assign, discount or pledge this Contract for any purpose.
- 2. <u>Non-Forfeitability.</u> Your entire interest in this Contract is non-forfeitable. This Contract is established for the exclusive benefit of You or Your Beneficiaries.
- 3. <u>Maximum Contribution or Premium.</u>
  - a. Except in the case of a "qualified rollover contribution," a "re-characterization" (defined in 3.f. below), or a nontaxable transfer from another Roth IRA, no premium contribution or payment otherwise permitted under the Contract (referred to herein as a "Pay-in") will be accepted unless it is in cash and the total of such payments to all Your Roth IRAs for a taxable year does not exceed the lesser of the Applicable Amount (as defined in paragraph b. below) or "Your compensation" for that taxable year.

Your compensation shall mean the maximum amount allowable as a deduction under IRC §219 with respect to You for such taxable year computed without regard to subsection (d)(1) or (g) of the same section, or as otherwise defined by the federal tax laws.

The Pay-in described in the preceding sentence is hereinafter referred to as a "regular Pay-in".

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However, notwithstanding the dollar limits on contributions, You may make a re-payment of a qualified reservist distribution described in IRC §72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period.

A "qualified rollover contribution" is a rollover contribution of a distribution from an IRA that meets the requirements of IRC §408(d)(3), except the one-rollover-per-year rule of IRC §408(d)(3)(B) does not apply if the rollover contribution is from an IRA other than a Roth IRA (a "non-Roth IRA").

For taxable years beginning after 2005, a qualified rollover contribution includes a rollover from a designated Roth account described in IRC §402A; and for taxable years beginning after 2007, a qualified rollover contribution also includes a rollover from an eligible retirement plan described in IRC §402(c)(8)(B).

Pay-ins may be limited under paragraphs c. through e. below.

- b. Unless otherwise provided under applicable federal tax law, the Applicable Amount is determined under the rules below:
  - (i) If the Owner is under age 50, the Applicable Amount is \$3,000 for any taxable year beginning in 2002 through 2004, \$4,000 for any taxable year beginning in 2005 through 2007, and \$5,000 for any taxable year beginning in 2008 and years thereafter. After 2008, the \$5,000 amount will be adjusted by the Secretary of the Treasury for cost-of-living increases under IRC \$219(b)(5)(D). Such adjustments will be in multiples of \$500.
  - (ii) If the Owner is age 50 or older, the Applicable Amount under paragraph 3.b.(i) above is increased by \$500 for any taxable year beginning in 2002 through 2005 and by \$1,000 for any taxable year beginning in 2006 and years thereafter.
  - (iii) If You were a participant in a IRC \$401(k) plan of a certain employer in bankruptcy described in IRC \$219(b)(5)(C), then the applicable amount under paragraph 3.b.(i) above is increased by \$3,000 for taxable years beginning after 2006 and before 2010 only. If You

make contributions under this paragraph (iii), You may not also make contributions under paragraph 3.b.(ii).

- c. If c.(i) and/or c.(ii) below apply, the maximum regular Pay-in that can be made to all of Your Roth IRAs for a taxable year is the smaller amount determined under c.(i) or c. (ii).
  - The maximum regular Pay-in limit is (i) gradually reduced to \$0 between certain levels of modified adjusted gross income ("modified AGI," as defined in 3.g. below). If You are single or is a head of household, the maximum annual regular Pay-in is phased out between modified AGI of \$95,000 and \$110,000; if You are married filing a joint return or are a qualifying widow(er), the maximum annual regular Pay-in is phased out between modified AGI of \$150,000 and \$160,000; and if You are married filing a separate return, the maximum annual regular Pay-in is phased out between modified AGI of \$0 and \$10,000.

If Your modified AGI for a taxable year is in the phase-out range, the maximum regular Pay-in determined for that taxable year is rounded up to the next multiple of \$10 and is not reduced below \$200. After 2006, the dollar amounts above will be adjusted by the Secretary of the Treasury for cost-of-living increases under IRC \$408A(c)(3). Such adjustments will be in multiples of \$1,000.

- (ii) If You make regular Pay-ins to both Roth and non-Roth IRAs for a taxable year, the maximum regular Pay-in that can be made to all of Your Roth IRAs for that taxable year is reduced by the regular Pay-ins made to Your non-Roth IRAs for the taxable year.
- d. A rollover from an eligible retirement plan other than a Roth IRA or a designated Roth Account cannot be made to this Roth IRA if, for the year the amount is distributed from the other plan:
  - (i) the Owner is married and files a separate return.
  - (ii) the Owner is not married and has modified AGI in excess of \$100,000, or
  - (iii) the Owner is married and together the Owner and the Owner's spouse have modified AGI in excess of \$100,000. For purposes of the preceding sentence, a

husband and wife are not treated as married for the taxable year if they have lived apart at all times during that taxable year and file separate returns for the taxable year.

For taxable years beginning after 2009, the limits in this paragraph d. do not apply to qualified rollover contributions.

- e. No Pay-in will be accepted under a SIMPLE IRA plan established by any employer pursuant to IRC §408(p). Also, no transfer or rollover of funds attributable to Pay-ins made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the two-year period beginning on the date the Owner first participated in that employer's SIMPLE IRA plan
- f. A regular Pay-in to a non-Roth IRA may be recharacterized pursuant to the rules in §1.408A-5 of the federal income tax regulations as a regular Pay-in to this Roth IRA, subject to the limits in c. above.
- g. For purposes of c. and d. above, Your modified AGI for a taxable year is defined in IRC \$408A(c)(3)(C)(i) and does not include any amount included in adjusted gross income as a result of a rollover from an eligible retirement plan other than a Roth IRA (a "conversion").
- 4. Applicable IRC Provisions. Notwithstanding any provision of this Contract to the contrary, distribution of the Account Value shall be made in accordance with the requirements of IRC §401(a)(9) and §408(b)(3), as modified by IRC §408A(c)(5), and the regulations thereunder, the provisions of which are herein incorporated by reference.

If distributions are not made in the form of Annuity Payments on an irrevocable basis (except for acceleration), then distribution of the Account Value must satisfy the required minimum distribution requirements and other requirements of Code § 408(a)(6), as modified by Code §408A(c)(5) and the regulations thereunder, rather than **Sections 6 and 7** below.

- Annuity Payments During Your Lifetime. No amount is required to be distributed prior to Your death.
- 6. <u>Death On or After Annuity Payments Commence</u>. If You die on or after the date Annuity Payments commence, any remaining Annuity Payments will continue to be distributed under the Annuity Payment

Option chosen. Beneficiaries may accelerate payments at any time.

- 7. Death Before Annuity Payments Commence. If You die before Your Required Beginning Date, and if Your Annuity Payments have not yet commenced, Your Account Value will be distributed at least as rapidly as follows:
  - a. <u>Spouse not sole Beneficiary</u>. If Your Spouse is not Your sole designated beneficiary:
    - (i) starting by the end of the calendar year following the calendar year of Your death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of Your death; or
    - (ii) if elected, in accordance with Section 7.e below.

If there are multiple designated beneficiaries or if a designated beneficiary is a non-natural person and **Section 7.a(i)** is applicable, its provisions will be applied, considering the relevant circumstances, consistent with the relevant tax laws, regulations and Internal Revenues Service interpretations regarding the treatment of multiple designated beneficiaries or a non-natural person as a designated beneficiary.

- b. <u>Spouse as Sole Beneficiary</u>. If Your sole designated beneficiary is Your surviving spouse:
  - (i) starting by the end of the calendar year following the calendar year of Your death (or by the end of the calendar year in which You would have attained age 70½, if later), over Your spouse's life; or,
  - (ii) if elected, in accordance with **Section 7.e** below.
- c. Spouse dies before distribution commences. If Your surviving spouse dies before required distributions commence to him or her:
  - (i) starting by the end of the calendar year following the calendar year of Your spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse; or
  - (ii) if elected, in accordance with **Section 7.e** below.

If there are multiple designated beneficiaries or if a designated beneficiary is a non-natural person, and **Section 7.c(i)** is applicable, its provisions will be applied, considering the relevant circumstances, consistent with the relevant tax laws, regulations and Internal Revenues Service interpretations regarding the treatment of multiple designated beneficiaries or a non-natural person as a designated beneficiary.

- d. Spouse dies after distribution commences. If Your surviving spouse dies after required Annuity Payments commence to him or her, any remaining Annuity Payments will continue to be distributed under the Annuity Payment Option chosen.
- e. No Beneficiary or Optional Election. With respect to Section 7, if there is no designated beneficiary, or if no specific election has been made under Sections 7.a or 7.c, or if the election under Sections 7.a(ii), 7.b(ii) 7.c(ii) above has been exercised, the Account Value will be distributed by the end of the calendar year containing the fifth anniversary of Your death (or of Your spouse's death in the case of the surviving spouse's death before distributions are required to begin under Section 7b or 7.c above).
- f. <u>Life Expectancy</u>. Life expectancy is determined using the Single Life Table in Q&A-1 of § 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to Your surviving spouse as the sole designated beneficiary, Your spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to Your spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in **Section 7a or 7.c,** and reduced by 1 for each subsequent year.
- g. For purposes of **Sections 3 and 7** above, required distributions are considered to commence on Your Required Beginning Date or, if applicable, on the date distributions are required to begin to Your surviving spouse under **Section 7b** above. However, if prior to the applicable date in the preceding sentence, Annuity Payments meeting the requirements of § 1.401(a)(9)-6T of the Temporary Income Tax Regulations start, then required distributions are considered to commence on the Annuity Payment starting date.
- h. <u>Spousal Election.</u> If the sole designated beneficiary is Your surviving spouse, Your spouse may elect to treat the Contract as his or

- her own Contract, and become the Owner of the Contract. This election will be deemed to have been made if Your surviving spouse makes a contribution to the Contract or fails to take required distributions as a beneficiary.
- 8. Account Value. For purposes of Sections 6 and 7 the Account Value includes the amount of any outstanding rollover, transfer, and re-characterization under Q&As –7 and –8 of § 1.408-8 of the Income Tax Regulations and, to the extent required by the Code or the Income Tax Regulations, the actuarial value of any other benefits provided under the Contract, such as guaranteed death benefits.
- 9. Owner and Beneficiary Responsibility. You and Your Beneficiary, as applicable, have the sole responsibility for determining whether any contribution or premium meets applicable federal tax requirements and for requesting a distribution that complies with federal tax requirements.

- 10. Annual Reports. The Company shall furnish annual calendar year reports concerning the status of the Contract and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.
- 11. Amendment. The Company reserves the right to amend this Endorsement to the extent necessary to maintain the qualification of the Contract as an individual retirement annuity for federal tax purposes. Any such amendment will be subject to the necessary regulatory approvals and, only where required, approval of the Owner. We will send You a copy of any such amendment. Where the Owner's approval is required for such amendment to become effective, we will not be responsible for any adverse tax consequences resulting from the Owner's refusal to approve and/or accept any such amendment.

#### FORT DEARBORN LIFE INSURANCE COMPANY

[Anthony F. Trani]

min F. Iran

President

SERFF Tracking Number: FDLA-126119121 State: Arkansas
Filing Company: Fort Dearborn Life Insurance Company State Tracking Number: 42122

Company Tracking Number: AH-4/17-8710109AR

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium

Variable

Product Name: Select Fortifier Annuity

Project Name/Number: Select Fortifier Annuity/8-710-109

## **Supporting Document Schedules**

Item Status: Status

Date:

Satisfied - Item: Flesch Certification

Comments: Attachment:

Arkansas Cert Compliance.pdf

Item Status: Status

Date:

Bypassed - Item: Application

Bypass Reason: The application that will be used with the policies included in this submission is listed on the

Form Schedule tab.

Comments:

1020 31st Street • Downers Grove, Illinois 60515-5591 • (800) 633-3696 • Fax (630) 824-5428

NAIC #917-71129 FEIN # 36-2598882

## STATE OF ARKANSAS DEPARTMENT OF INSURANCE

## **CERTIFICATION OF COMPLIANCE**

I, Victoria E. Fimea, Vice Present, General Counsel and Secretary of Fort Dearborn Life Insurance Company, hereby certify that, to the best of my knowledge, this submission meets the provisions of Rule & Regulation 19, Rule & Regulation 49, ACA 23-80-206 and ACA 23-79-138, as well as all applicable requirements of the Arkansas Department of Insurance.

Victoria E. Fimea

Vice Present, General Counsel and Secretary

April 17, 2009

Date